for the conduct of any and all of the subsequent agents is that in the law of agency the first agent is liable for the acts of all the sub-agents employed by him. MORSE, BANKS AND BANKING, Ed. 2, p. 402. This doctrine is upheld in the following cases. *Exchange Nat. Bank* v. *Third Nat. Bank*, 112 U. S. 276; *Mackersy* v. *Ramsays*, 9 Cl. & Fin. 818, 3 Eng. Rul. Cas. 762; *Baile* v. *Augusta Savings Bank*, 95 Ga. 277; *Allen* v. *Merchants' Bank*, 22 Wend. 215, 34 Am. Dec. 289; *Titus* v. *Bank*, 35 N. J. L. 588; *Tyson* v. *Bank*, 6 Blackf. 225; *American Exp. Co.* v. *Haire*, 21 Ind. 4, 83 Am. Dec. 334; *Reeves* v. *Bank*, 8 Ohio St. 466; *Simpson* v. *Waldby*, 63 Mich. 439; *Power* v. *Bank*, 6 Mont. 251; *Thompson* v. *Bank of South Carolina*, 3 Hill's S. C. L., 77; *Schumacher* v. *Trent*, 18 Tex. Civ. App. 17, 44 S. W. 460; *First Nat. Bank* v. *Quinby*, (Tex. Civ. App.) 131 S. W. 429. In *Hyde* v. *First Nat. Bank*, Fed. Cas. No. 6, 970, 7 Biss. 156, and *First Nat. Bank* v. *Quinby, supra*, it is said that the bank receiving a note for collection does not thereby become the agent of the holder, but is an independent contractor, and the subsequent agents are treated as its own and not the sub-agents of the owner of the paper. The supporters of this rule contend that by it alone can the depositor who intrusts his business to a bank be secure against carelessness or dishonesty on the part of collecting agencies employed by banks to carry out their contract.

BILLS AND NOTES—STIPULATIONS FOR ATTORNEY'S FEES—VALIDITY.—The note involved in this case contained the following provision, "If this note is placed in the hands of an attorney at law for collection, we agree to pay 10 per cent. attorney's fees." The lower court allowed the holder to recover 10 per cent. attorney's fees only upon the balance due on the note, and not 10 per cent. of the whole amount. *Held*, that the court is not bound by a provision that any particular amount shall be allowed for attorney's fees, but the stipulation will be enforced only to the extent of making a reasonable allowance, and that allowance of such fees being largely a matter of discretion of the trial court, the exercise of such discretion will not be interfered with on appeal unless the allowance is materially wrong. *Holston Nat. Bank* v. *Wood* (Tenn. 1911), 140 S. W. 31.

The decided cases on the question whether a stipulation in a note for attorney's fees is valid may be divided into four classes. First, the stipulation is valid and enforceable and does not affect the negotiability of the instrument. *Dorsey* v. *Wolff*, 142 Ill. 589. Second, the stipulation is valid and enforceable, but it destroys the negotiability of the instrument. *Jones* v. *Radatz*, 27 Minn. 240; *Johnston Harvester Co.* v. *Clark*, 30 Minn. 308; *First Nat. Bank* v. *Larson*, 60 Wis. 206. Third, the stipulation is void, and as it may therefore be disregarded, it does not affect the negotiability of the instrument. *Gilmore* v. *Hirst*, 56 Kan. 626; *Chandler* v. *Kennedy*, 8 S. D. 56. Fourth, the stipulation is void, but nevertheless it destroys the negotiability of the instrument. *Bullock* v. *Taylor*, 39 Mich. 137; *Tinsley* v. *Hoskins*, 111 N. C. 340. See BUNKER, NEG. INST., p. 37. The Negotiable Instruments Law, now adopted by many of the States in this country, makes such stipulation valid and enforceable. When the stipulation in a note provides for a reasonable fee, it is held to be the value of the services rendered in its collection, *Rinker* v.

Lauer, 13 Idaho 163, 88 Pac. 1057. When a definite amount for attorney's fees is specified in a note, the question whether the holder is entitled to recover the entire amount named is one on which the authorities do not agree. In *McIntire* v. *Cagley,* 37 Iowa. 676, it is held that a stipulation to pay an attorney's fee of 10 per cent. on the amount collected imports liquidated damages and not a penalty, and therefore the total stipulated percentage, and not merely the actual expenses, may be recovered. The principal case is in accord with the decisions of the following courts, in which it is held that a provision for the payment of attorney's fees if the note is placed in the hands of an attorney for collection is a contract of indemnity and not for liquidated damages, so that the maker is liable to the holder only for the amount of attorney's fees actually contracted for, or, in the absence of a special contract for fees, for the reasonable value of the services rendered. *Farmers' & Merchants' Nat. Bank* v. *Barton,* 21 Ill. App. 403; *Hassell* v. *Steinmann* (Tex. Civ. App.), 132 S.W.948; *Koppe* v. *Groginsky,* (Tex. Civ. App.) 132 S.W. 984; *Elmore* v *Rugely,* (Tex. Civ. App.), 107 S.W.151; *Starnes* v. *Schofield,* 5 Ind. App. 4, 31 N.E. 480. If the owner of the note in good faith agrees with an attorney to pay him the percentage stated in the stipulation for attorney's fees in a note, that amount is recoverable whether it is a reasonable fee or not. *Frantz* v. *Masterson* (Tex. Civ. App.), 133 S. W. 740. The amount of the attorney's fee stipulated for in a note should be allowed, unless it is unjust or unreasonable in view of the circumstances. *McCornick* v. *Swem,* 36 Utah 6, 102 Pac. 626; *Utah Nat. Bank of Salt Lake City* v. *Nelson,* 111 P. 907; *Smiley* v. *Meir,* 47 Ind. 559. A stipulation to pay 10 per cent. on the amount of the note as attorney's fees was enforced in the following cases. *Walker* v. *Tomlinson* (Tex. Civ. App.), 98 S. W. 906; *Stocking* v. *Moury,* 128 Ga. 414, 57 S. E. 704; *First Nat. Bank* v. *Campbell Co.* (Tex. Civ. App.), 114 S. W. 887; *Carver* v. *J. S. Mayfield Lumber Co.,* 29 Tex. Civ. App., 434, 68 S. W. 711.

CORPORATIONS—SALE BY CORPORATION TO SOLE STOCKHOLDER—NOTICE.—Plaintiff corporation, by a contract containing provisions as to payments, retention of title in vendor, etc., sold certain mill machinery to a milling company. Defendant, who was the sole acting officer of, and practically the sole stockholder in, the vendee corporation, conducted all negotiations of sale and signed the contract in its behalf. Shortly after the machinery was delivered he caused the real estate upon which the mill stood to be conveyed by the corporation to himself. Plaintiff company brought replevin for the machinery, and defendant alleged that it had become fixtures in the mill and part of his property. *Held,* that he was personally bound by the terms of the contract, in so far as they were effective between the parties, to preserve the character of the machinery as personal property. *Wolf Co.* v *Kutch* (Wis. 1911) 132 N. W. 981.

This holding is in line with that in cases cited and discussed on page 310, supra, and the same principles seem to be involved.

CRIMINAL LAW—ADJOURNMENT OF COURT TO HOUSE OF A SICK WITNESS:—Appellant, indicted for unlawful sale of intoxicants, applied for a continuance because of the absence of a material witness who was ill at his home in the